

AG Contract No.: KR04-0355TRN
ADOT ECS File No.: JPA 04-027
Project: Electrical Maintenance
@ SR 68 & SR 95
Section: Bullhead City Limits
TRACS No.: N/A
Budget Source Item No.:

**INTERGOVERNMENTAL AGREEMENT
DEFINING MAINTENANCE RESPONSIBILITIES
FOR ELECTRICAL FACILITIES**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF BULLHEAD

THIS AGREEMENT is entered into June 30, 2004 pursuant to Arizona Revised Statutes, Sections 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF BULLHEAD, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1 The State is empowered by Arizona Revised Statutes Section 28-401 to enter into this agreement and has delegated to the undersigned the authority to execute this agreement on behalf of the State.

2 The City is empowered by Arizona Revised Statutes Section 48-572 to enter into this agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this agreement and has authorized the undersigned to execute this agreement on behalf of the City.

3 Design and construction of the State Highway System within the City has created the need to assign maintenance responsibilities between the City and the State for Electrical Facilities, located at the intersections of City streets and the State Highway System and along State Highway frontage roads. Electrical Facilities include Traffic Signals, Lighting and associated equipment. The maintenance assignments identified in this agreement account for design standards that were used to install the facilities. Maintenance activities include the timing, operation and maintenance of traffic signals, and the operation and maintenance of highway lighting. Locations include the intersections of State Route 68 (SR 68) and State Route 95 (SR 95) as shown in Exhibit "A", attached hereto and made a part hereof.

NO. 26937
Filed with the Secretary of State
Date Filed: 06/30/04
Janice K. Brewer
Secretary of State
By: Darryl D. Haenebold

II. DEFINITIONS

1. "Associated Electrical Equipment" – means all electrical materials necessary for the operation and maintenance of the Electrical Facilities described herein, such as conduit, conductors, pull boxes, controllers and cabinets.

2. "Electrical Facilities" – means Traffic Signals and Highway Lighting.

3. "Intersection" – means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this Agreement one of the two roads is a State or Interstate Highway, and the other road is a local crossroad.

4. "Crossroads" – means existing or new local streets or arterials which cross the State Highway.

5. "Locations" – means the intersections of SR 68 and SR 95 with City streets.

6. "Master Maintenance Agreement" – means a general Agreement between the State and the City that provides guidelines for operation and maintenance of Electrical Facilities.

7. "Electric Service" – means electric energy.

8. "Sign Lighting" – means luminaries, poles, support structures, wiring and other associated equipment used to illuminate signs.

9. "Street Lighting" – means luminaries, poles, support structures, wiring and other associated equipment used to illuminate Cross Streets and Pedestrian Facilities.

10. "Traffic Signal Systems" – means signal heads, controllers, vehicle detectors, cabinets, poles and support structures, wiring and other associated equipment used to automatically control traffic at an intersection.

11. "Blue Stake" – means the responsibility and liability for blue-staking (locating and painting on the ground surface) the Electrical Facilities and Associated Electrical Equipment governed by this Agreement, as blue-staking is defined by Arizona Revised Statutes, Chapter 2, Article 6.3, Section 40-360.21 through 40-360.32.

12. "Emergency Pre-emptive" means transponders and controlling devices as required to manipulate the signal indication to green or go for mainline or state route by remote control operated by authorized personnel in emergency vehicles while responding to an emergency call.

13. "Exhibit A" is list of current electrical facilities at the time of this agreement. It may be added to by signed addendums as additional facilities are added and energized.

THEREFORE, in consideration of the mutual interests and understandings expressed herein, it is agreed as follows:

III. SCOPE OF WORK

1. The City will:

a. Be responsible for all electrical energy costs to operate the Electrical Facilities and associated Electrical Equipment at the locations identified in Exhibit A.

b. Provide payments for installation and provide maintenance for City's emergency vehicle pre-emption equipment.

c. Provide payments for all electrical service costs for all Electrical Facilities shown on Exhibit A.

2. The State will:

a. Provide blue stake services for the Electrical Facilities and Associated Equipment governed by this Agreement.

b. Provide maintenance and operation, except electric service, for all Electrical Facilities shown on Exhibit A, except for emergency vehicle pre-emption equipment.

3. It is understood and agreed by both parties that:

a. Any future installations at new intersections, or significant additions to existing intersections or betterment of Electrical Facilities and/or Associated Equipment governed by this Agreement, upon agreement of both Parties, will be executed by a letter addendum to this Agreement, as they occur. The facilities of added installations will be fully governed by the clauses herein.

b. Any future installations at new intersections, or significant additions to or betterment of Electrical Facilities and/or Associated Equipment governed by this Agreement, shall be based on a traffic engineering study conducted by, or concurred with by, the State.

IV. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended (by letter addendum), upon mutual consent of both parties. This agreement shall be reviewed and all reviews shall be completed, prior to automatic renewal, within 60 days prior to the end of the 5th year anniversary date.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled by the State in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

For Agreement and Amendments:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, MD 616E
Phoenix, AZ 85007
FAX: (602) 712 7424

City of Bullhead
Pagwan Agrawal
Engineering / Public Works Director
1255 Marina Blvd.
Bullhead City, AZ 86442-5733
FAX: (928) 763 0137

For Traffic Signals and Lighting Maintenance
and Operations Issues:

Arizona Department of Transportation
Regional Traffic Signal Supervisor
6989 2nd Street,
Prescott Valley, AZ 86314
FAX: 928-759-2573

For Traffic Timing Issues:

Arizona Department of Transportation
Traffic Operation Section
2014 South 22nd Avenue
Phoenix, AZ 85009
FAX: (602) 712 3305

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

V. EXHIBITS


a. Location of Facilities

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

CITY OF BULLHEAD


STATE OF ARIZONA

Department of Transportation

By 
DIANE VICK
Mayor

By 
MICHAEL MANTHEY
State Traffic Engineer

ATTEST

By 
DIANE HEILMAN
City Clerk

Approved as to Form by:

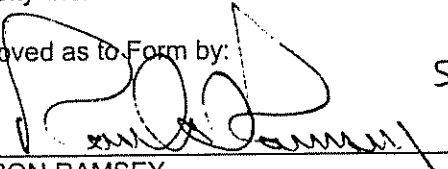
By  5/6/04
RON RAMSEY
City Attorney

EXHIBIT A

(Bullhead City – Master Service Agreement)

Location of Facilities

<u>Location</u>	<u>Mile Post (MP)</u>
1. SR 68 at McCormick	MP. 00.80
2. SR 95 at Bullhead Parkway	MP 240.70
3. SR 95 at Meadows Dr.	MP 242.20
4. SR 95 at Retail Way / Wal-mart	MP 242.60
5. SR 95 at Mohave Dr.	MP 242.90
6. SR 95 at Riverview	MP 243.40
7. SR 95 at Marina Blvd.	MP 243.94
8. SR 95 at Thunderstruck	MP 244.18
9. SR 95 at Hancock Rd.	MP 244.41
10. SR 95 at Ramar Rd.	MP 244.94
11. SR 95 at Plata Dr.	MP 245.60
12. SR 95 at Silver Cr. Rd.	MP 246.08
13. SR 95 at Rancho Colorado	MP 246.58
14. SR 95 at 3 rd Street	MP 247.95
15. SR 95 at 7 th Street	MP 248.47
16. SR 95 at Airport Way-Home D	MP 249.30
17. SR 95 at Laughlin Br.	MP 249.81

APPROVAL OF THE CITY OF BULLHEAD

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and CITY OF BULLHEAD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this agreement.

DATED this 6th day of May, 2004.



City Attorney



CERTIFICATION
THE FOREGOING INSTRUMENT IS A FULL, TRUE AND CORRECT COPY
OF THE RECORD ON FILE IN THIS OFFICE.

DATED: May 19 2004
ATTEST: Deputy City Clerk
OF THE CITY OF BULLHEAD CITY, AZ

Annette Bunch

RESOLUTION NO. 2004R-28

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF
THE CITY OF BULLHEAD CITY, ARIZONA, APPROVING
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE
ARIZONA DEPARTMENT OF TRANSPORTATION AND THE
CITY OF BULLHEAD CITY AND AUTHORIZING THE
MAYOR TO ENTER INTO AND EXECUTE THE
AGREEMENT FOR THE PURPOSE OF DEFINING
RESPONSIBILITY FOR THE DESIGN, CONSTRUCTION AND
MAINTENANCE OF INTERSECTION LIGHTING ALONG
STATE HIGHWAY 95 WITHIN THE CITY LIMITS

WHEREAS, it is in the best interest for the safety and benefit of the motoring public to assign maintenance responsibilities between the City of Bullhead City and the Arizona Department of Transportation relating to traffic lights located along State Highway 95 within the City limits; and

WHEREAS, the City of Bullhead City desires to enter into Intergovernmental Agreement No. JPA 04-027 with the State of Arizona, Department of Transportation for implementing and administering the design, construction and maintenance responsibilities as set forth in the Intergovernmental Agreement; and

WHEREAS, JPA 04-027 will supercede any and all previous Intergovernmental Agreements for the design, construction and maintenance of current traffic lights situated within the City limits, and


WHEREAS, any future installation of traffic lights will be added to JPA 04-027 as they occur through a letter agreement to approved and executed by each party; and

WHEREAS, the City of Bullhead City is empowered to enter into this agreement by virtue of the provisions of A.R.S. §48-572, and the Arizona Department of Transportation is empowered to enter into this agreement by virtue of the provisions of A.R.S. §28-401.


NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Bullhead City hereby approves the Intergovernmental Agreement between the City and the Arizona Department of Transportation, and hereby authorizes the Mayor to enter into and execute said agreement on behalf of the City.

PASSED AND ADOPTED by the Mayor and City Council of the City of Bullhead City,

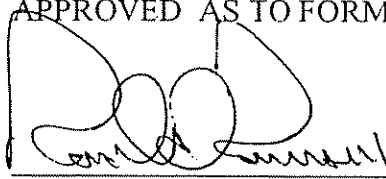
Arizona, this 18th day of May, 2004.


Diane Vick, Mayor

ATTEST:


Diane Heilmann, City Clerk

APPROVED AS TO FORM:

 5/6/04
Ronald C Ramsey, City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION

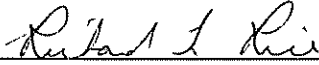
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-0355TRN (**JPA 04-027**), an Agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: June 23, 2004

TERRY GODDARD
Attorney General



RICHARD L. RICE
Chief Counsel
Transportation Section